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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| FORTIS CORPORATE INSURANCE, N.V., | : | ECF Case |
| <i>Plaintiffs,</i> | : | 07 Civ. 4050 (RWS) (DCF) |
| - against - | : | |
| UNITED VAN LINES, LLC, | : | MEMORANDUM IN SUPPORT |
| <i>Defendants,</i> | : | OF PLAINTIFF’S MOTION |
| | : | TO EXTEND TIME |
| | : | <u>TO RESPOND TO MOTION</u> |
| UNITED VAN LINES, LLC, | : | |
| <i>Third-Party Plaintiff,</i> | : | |
| - against - | : | |
| TRW TRUCKING, LLC n/k/a SPORTS | : | |
| ASSOCIATED, INC. and | : | |
| SPORTS ASSOCIATED, INC. | : | |
| <i>Third-Party Defendants.</i> | : | |

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PRELIMINARY STATEMENT

This Memorandum is submitted on behalf of Plaintiff Fortis Corporate Insurance, N.V. (“Fortis” or “Plaintiff”) in support of its motion for an Order of this Honorable Court extending Plaintiff’s time to respond to United Van Lines, LLC’s (“United”) Motion to Compel from January 14, 2008 to January 28, 2008.

LEGAL ARGUMENTS

POINT I

Rule 6(b)(1)(A) of the Federal Rules of Civil Procedure provides as follows:

- “(1) *In General.* When an act may or must be done within a specified time, the court may, for good cause, extend the time:
- (A) with or without motion or notice if the court acts, or if a request is made, before the original time or its extension expires”

As Wright & Miller observe, “an application for the enlargement of time under Rule 6(b)(1) normally will be granted in the absence of bad faith on the part of the party seeking relief or prejudice to the adverse party.” Charles Alan Wright & Arthur R. Miller, 4B *Federal Practice and Procedure* (Civil), § 1165 (3d. ed. 2007); *see also Amadasu v. Rosenberg*, 2007 WL 946842 at * 1 (S.D.N.Y. 2007) (noting that F.R.C.P. 6(b)(1) gave the Court authority “to grant the requested extension without notice to plaintiff, let alone an opportunity to be heard”).

Because Defendant United’s Motion to Compel was filed electronically on the evening of January 8, 2008, Plaintiff’s instant motion is made before the time for a response has expired. Therefore, Plaintiff’s motion is governed by F.R.C.P. 6(b)(1)(A). Furthermore, as the affidavit of Thomas M. Eagan, appended hereto, makes clear, Plaintiff has sufficiently demonstrated good cause for the requested enlargement of time.

CONCLUSION

The Plaintiff’s Cross-Motion to enlarge the time, with which it has to respond to Defendant United’s Motion to Compel to January 28, 2008 should be granted.

Dated: Rye, New York
January 11, 2008

MALOOF BROWNE & EAGAN LLC

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